

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: September 20, 2006

Division: Community Services

Bulk Item: Yes X No

Department: Library

Staff Contact Person: Norma Kula x7349

AGENDA ITEM WORDING:

Approval of the filing of a grant agreement for the Public Access Computing Hardware Upgrade Grant, from the Florida Department of State, DLIS, and the Bill and Melinda Gates Foundation, to upgrade or replace computers received through the original grant to the Monroe County Public Library in 1999.

ITEM BACKGROUND:

See memo attached herein.

PREVIOUS RELEVANT BOCC ACTION:

The original grant was approved by the BOCC at the May 24, 1999 meeting.

CONTRACT/AGREEMENT CHANGES:

N/A

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: \$ 00

BUDGETED: Yes X No

COST TO COUNTY: \$ 00

SOURCE OF FUNDS: N/A

REVENUE PRODUCING: Yes X No **AMOUNT PER Year** \$ 22,500.00

APPROVED BY: County Atty smg OMB/Purchasing ew Risk Management

DOCUMENTATION: Included X Not Required

DISPOSITION:

AGENDA ITEM #

Memorandum

To: Monroe County Board of Commissioners
From: Norma Kula, Director of Libraries
Date: 8/25/2006
Re: BOCC Agenda Item—Approval of Gates Grant Agreement

The above-referenced item is an agreement between Monroe County and the State of Florida, Department of State, Division of Library and Information Services. It is a follow-up to the grant which the Monroe County Public Library applied for and received in 1999 from the Bill and Melinda Gates Foundation, which provided fifteen computers and accompanying software to the Library system, for use in public access computing. The amount of that grant was \$ 43,374.00. This upgrade grant is in the amount of \$ 22,500.00 to be used for 15 computers for public access, with the intent of replacing the older outdated equipment that may still be in use.

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: FL Dept. of State, DLIS Contract #
 Effective Date: Date of execution DLIS
 Expiration Date: December 31, 2006

Contract Purpose/Description:
 Funding to upgrade and replace outdated computers used for public access computing in the Public Library.

Revenue Producing

Contract Manager: Norma Kula 7349 Library / #23
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on Sept. 20, 2006 Agenda Deadline: Sept. 5, 2006

CONTRACT COSTS

Revenue

Total Dollar Value of Contract: \$ 22,500.00 Current Year Portion: \$ 22,500.00
 Budgeted? Yes ☒ No ☐ Account Codes:
 Grant: \$ 22,500.00
 County Match: \$ -00-

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ -00-/yr For:
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

| | Date In | Changes Needed | Reviewer | Date Out |
|-------------------|-------------------|---|---------------------------|----------------|
| Division Director | <u>9/6/06</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>D. Fredrick</u> | <u>9/6/06</u> |
| Risk Management | <u>9-5-06</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>M. Slane</u> | <u>9-5-06</u> |
| O.M.B./Purchasing | <u> </u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Salvatore J. J. J.</u> | <u>9/5/06</u> |
| County Attorney | <u>8/28/06</u> | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> | <u>Amgrinder</u> | <u>8-28-06</u> |

Comments:

**Florida Department of State, Division of Library and Information Services
Bill and Melinda Gates Foundation
Public Access Computing Hardware Upgrade Grant
GRANT AGREEMENT**

AGREEMENT executed and entered into _____

BETWEEN the State of Florida, Department of State, Division of Library and Information Services, hereinafter referred to as the DIVISION, and the

GRANTEE: Monroe County Board of County Commissioners for and
on behalf of Monroe County Public Library System

the PROJECT: Public Access Computing Hardware Upgrade Grant

the GRANT AMOUNT: Twenty-two thousand five hundred dollars (\$22,500)

released in one equal advance payment on a date determined by the Division after consultation with the GRANTEE.

The funds shall be expended on or before December 31, 2006 for Priority 1 funds and December 31, 2008 for Priority 2 funds.

Unless there is a change of address, any notice required by this agreement shall be delivered to the DIVISION, 500 South Bronough Street, Tallahassee, Florida 32399-0250, for the State, and to Monroe County Public Library System, 700 Fleming St., Key West, FL, 33040, for the GRANTEE. In the event of a change of address it is the obligation of the moving party to notify the other party in writing of the change of address.

The DIVISION, as administrator of state funds authorized under Section 257.192, *Florida Statutes*, is desirous of providing a grant. The GRANTEE agrees to meet all state requirements.

The parties agree as follows:

- I. The GRANTEE agrees to:
 - a. Administer all funds granted to it by the DIVISION to carry out the Bill and Melinda Gates Foundation Public Access Computing Hardware Upgrade Grant project as described in the online Tech Atlas application and revisions submitted to and approved by the DIVISION. The application and revisions are incorporated by reference.
 - b. Provide the DIVISION with statistical, narrative, financial and other evaluative reports as requested.
 - c. Retain and make available to the DIVISION, upon request, all financial and programmatic records, supporting documents, statistical records, and other records for the project.
 - d. Retain all records for a period of 5 years from the date of submission of the final project report. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 5 year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 5 year period, whichever is later.
 - e. Pay out all project funds on or before the project ending date.
 - f. Use and maintain adequate fiscal authority, control, and accounting procedures that will assure proper disbursement of, and accounting for project funds.

- g. Perform all acts in connection with this agreement in strict conformity with all applicable State laws and regulations.
- h. Not discriminate against any employee employed in the performance of this agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, handicap or marital status. The GRANTEE shall insert a similar provision in all subcontracts for services by this agreement.
- i. Expend all grant funds received under this agreement solely for the purposes of the project. These funds will not be used for lobbying the legislature, the judicial branch, or any state agency.
- j. In the event that the GRANTEE expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such grantee, the grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. In determining the state financial assistance expended in its fiscal year, the grantee shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in part j., paragraph 1, the GRANTEE shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the grantee expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the grantee expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the grantee's resources obtained from other than State entities).

Information related to the requirements of Section 215.97, Florida Statutes, (the Florida Single Audit Act) and related documents may be found at www.fsaa.state.fl.us.

Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the grantee directly to each of the following:

1. The Department of State at the following addresses:

Department of State
Grants Office
Division of Library and Information Services
R. A. Gray Building, 2nd Floor
500 South Bronough Street
Tallahassee, FL 32399-0250

2. The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

II. The DIVISION agrees to:

- a. Provide a grant in accordance with the terms of this agreement in the amount and frequency as stated above in consideration of the GRANTEE's performance hereunder, and contingent upon funding by the State of Florida. The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature and receipt of funds from the Bill and Melinda Gates Foundation. In the event that the funds on which this agreement is dependent are withdrawn, this agreement is terminated and the state has no further liability to the GRANTEE beyond that already incurred by the termination date.
- b. Provide professional advice and assistance to the GRANTEE as needed, in implementing and evaluating the project.
- c. Review the project during the grant period to assure that adequate progress is being made toward achieving the project objectives.

III. The GRANTEE and the DIVISION mutually agree that:

- a. This instrument embodies the entire agreement of the parties. There are no provisions, terms, conditions, or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. No amendment shall be effective unless reduced to writing and signed by the parties.
- b. This agreement is executed and entered into in the State of Florida, and shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida. Each party shall perform its obligations hereunder in accordance with the terms and conditions of this agreement.
- c. If any term or provision of the agreement is found to be illegal and unenforceable, the remainder of the agreement shall remain in full force and effect and such term or provision shall be deemed stricken.
- d. No delay or omission to exercise any right, power or remedy accruing to either party upon breach or default by either party under this agreement shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
- e. This agreement shall be terminated by the DIVISION because of failure of the GRANTEE to fulfill its obligations under the agreement in a timely and satisfactory manner unless the GRANTEE demonstrates good cause as to why it cannot fulfill its obligations. Satisfaction of obligations by the GRANTEE shall be determined by the DIVISION based on the terms and conditions imposed on the GRANTEE in this agreement and compliance with the program guidelines. The DIVISION shall provide GRANTEE a written notice of default letter. GRANTEE shall have 15 calendar days to cure the default. If the default is not cured by the GRANTEE within the stated period, the DIVISION shall terminate this agreement, unless the GRANTEE demonstrates good cause as to why it cannot cure the default within the prescribed time period. For purposes of this agreement, "good cause" is defined as circumstances beyond the GRANTEE's control. In the event of termination of this agreement, the GRANTEE will be compensated for any work satisfactorily completed prior to the notification of termination, if equitable, as determined by the DIVISION.
- f. The DIVISION may require the GRANTEE to reimburse the DIVISION for all or part of the grant funds, due to failure of the GRANTEE to abide by its obligations under this agreement.
- g. The Division shall unilaterally cancel this agreement if the GRANTEE refuses to allow public access to all documents or other materials subject to the provisions of chapter 119, Florida Statutes.
- h. Bills for services or expenses shall be maintained in detail sufficient for proper preaudit and postaudit.
- i. Any travel expenses must be maintained according to the provisions of Section 112.061, Florida Statutes.
- j. The DIVISION shall not be liable to pay attorney fees, interest, late charges and service fees, or cost of collection related to the grant.

- k. The DIVISION shall not assume any liability for the acts, omissions to act or negligence of the GRANTEE, its agents, servants or employees; nor shall the GRANTEE exclude liability for its own acts, omissions to act or negligence to the DIVISION. In addition, the GRANTEE hereby agrees to be responsible for any injury or property damage resulting from any activities conducted by the GRANTEE.
 - l. The GRANTEE, other than a GRANTEE which is the State or agency or subdivision of the State, agrees to indemnify and hold the DIVISION harmless from and against any and all claims or demands for damages of any nature, including but not limited to personal injury, death, or damage to property, arising out of any activities performed under this agreement and shall investigate all claims at its own expense.
 - m. The GRANTEE shall be responsible for all work performed and all expenses incurred in connection with the Project. The GRANTEE may subcontract as necessary to perform the services set forth in this agreement, including entering into subcontracts with vendors for services and commodities, PROVIDED THAT such subcontract has been approved by the DIVISION prior to its execution, and PROVIDED THAT it is understood by the GRANTEE that the DIVISION shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
 - n. Neither the State nor any agency or subdivision of the State waives any defense of sovereign immunity, or increases the limits of its liability, upon entering into this contractual relationship.
 - o. The GRANTEE, its officers, agents, and employees, in performance of this agreement, shall act in the capacity of an independent contractor and not as an officer, employee or agent of the DIVISION. Under this agreement, GRANTEE is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment in the State Career Service. GRANTEE agrees to take such steps as may be necessary to ensure that each subcontractor of the GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the DIVISION.
 - p. The GRANTEE shall not assign, sublicense or otherwise transfer its rights, duties, or obligations under this agreement without prior written consent of the Department, which consent shall not be unreasonably withheld. The agreement transferee must demonstrate compliance with the requirements of the program. If the Department approves a transfer of the GRANTEE's obligations, the GRANTEE remains responsible for all work performed and all expenses incurred in connection with the agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another government entity pursuant to section 20.06, Florida Statutes, or otherwise, the rights, duties, and obligations under this agreement shall also be transferred to the successor government entity as if it were an original party to the agreement.
 - q. This agreement shall bind the successors, assigns and legal representatives of the GRANTEE and of any legal entity that succeeds to the obligation of the DIVISION.
 - r. When publications, films or similar materials are developed, directly or indirectly, from a program, project, or activity supported with grant funds, any copyright resulting therefrom shall be held by the Department of State. The author may arrange for copyright of such materials only after approval from the DIVISION. Any copyright arranged for by the author shall include acknowledgment of grant assistance. As a condition of grant assistance, the GRANTEE agrees to, and awards to the Department and to its officers, agents, and employees acting within the scope of their official duties, and if applicable, the Federal Government, a royalty-free, nonexclusive, and irrevocable license throughout the world for official purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.
- IV. The term of this agreement will commence on the date of its execution and shall end upon successful completion of all obligations under this agreement by the GRANTEE; or this agreement may end upon its termination as described herein.

V. The following attachment to this agreement is a part of this agreement.

Bill and Melinda Gates Foundation Public Access Computing Hardware Upgrade Grant Attachment.

THE GRANTEE

Signature of Authorized Official

Typed Name and Title of
Authorized Official

Witness

Witness


THE DIVISION

Judith A. Ring, Director
Division of Library and Information Services
Department of State, State of Florida

Witness

Witness

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:



SUSAN M. GRIMSLEY
ASSISTANT COUNTY ATTORNEY
Date 8-28-06

ATTACHMENT

**Bill and Melinda Gates Foundation
Public Access Computing Hardware Upgrade Grant
Monroe County Public Library System
06-Gates-28**

VI. The GRANTEE agrees to:

- a. Purchase and install at least the number of computers listed below for each specified location.
- b. Priority 1 funding is provided in the amount of \$22,500 to purchase at least 15 computers in the following facilities:

| <u>Facility</u> | <u>Minimum Number of Computers</u> | <u>Funding</u> |
|------------------------------|--|----------------|
| George Dolezal Branch | 5 | \$7,500 |
| Key Largo Branch | 5 | \$7,500 |
| Monroe County Public Library | 5 | \$7,500 |

Computers listed as Priority 1, must be purchased and installed no later than December 31, 2006.

- c. Priority 2 funding is provided in the amount of \$ - 0 - to purchase at least - 0 - computers in the following facilities:

| <u>Facility</u> | <u>Minimum Number of Computers</u> | <u>Funding</u> |
|-----------------|--|----------------|
| N/A | - 0 - | - 0 - |

Computers listed as Priority 2, must be purchased and installed no later than December 31, 2008.

- d. All computers purchased must be used for public access computing. Funds cannot be used to purchase staff computers.
- e. If funds remain after the purchase of the number of computers for the locations listed, remaining funds must be used to purchase additional public access computers or other items as listed in part VI., paragraph f.

- f. Grant funds can be used to purchase computer hardware, including the following: CPUs, keyboards, mice, monitors, and audio peripherals (e.g. speakers and headphones), and computer software.
- g. Grant funds cannot be used to purchase the following: furniture, furnishings, renovation of facilities, or additional peripherals (e.g. printers, networking equipment, projection devices or smart boards).